

OFFICIAL RECORD

Requested By:

MARQUIS TITLE & ESCROW INC

A.P.N. 1121-05-515-020

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 4 Fee: 17.00
BK-0905 PG-00201 RPTT: 0.00

WHEN RECORDED MAIL TO:

Bill & Nancy Driscoll

1090 Daphne Ct.

Minden, NV 89423



SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 22nd day of August, 2005, between , CRAIG M. GARBIEL and ADRIENNE A. GARBIEL, husband and wife as Joint Tenants , herein called TRUSTOR,

whose address is 43 Conner Way, Gardnerville, NV 89460

and MARQUIS TITLE & ESCROW, INC., a Nevada Corporation, herein called TRUSTEE and

BILL DRISCOLL and NANCY DRISCOLL, husband and wife as Joint Tenants

herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocable grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas , State of Nevada, being Assessment Parcel No. 1121-05-515-020, more specifically described as follows:

See "EXHIBIT A" attached hereto and made a part of.

ACCELERATION CLAUSE:

In the event Trustors sell, convey or alienate the property described in this Deed of Trust securing Note, or contracts to sell, convey or alienate; or is divested of title or interest in any other manner, whether voluntarily or involuntarily without written approval of Beneficiary being first obtained, said Beneficiary shall have the right to declare the entire unpaid principal balance due and payable in full, upon written demand and notice, irrespective of the maturity date expressed in Note.

THIS DOCUMENT IS RECORDED AS AN ACCOMMODATION
AND WITHOUT LIABILITY FOR THE CONSIDERATION
THEREFORE OR AS TO THE VALIDITY OR SUFFICIENCY
OF SAID INSTRUMENT OR FOR THE EFFECT OF SUCH
RECORDING ON THE TITLE OF THE PROPERTY INVOLVED

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of **\$10,000.00** with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidence by a promissory note or notes reciting that they are secured by this Deed of Trust. To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada, in the book and at the page thereof, or under the document file number, noted below opposite the name of such county, namely:

COPY



| COUNTY | BOOK | PAGE | DOC NO. | COUNTY | BOOK | PAGE | DOC NO. |
|-----------|----------------|------|-----------|------------|----------------|------|---------|
| Carson | Off. Rec. | | 000-52876 | Lincoln | 73 Off. Rec. | 248 | 86043 |
| City | Off. Rec. | | 224333 | Lyon | Off. Rec. | | 0104086 |
| Churchill | 8 6 1 2 2 6 | | 00857 | Mineral | 112 Off. Rec. | 352 | 078762 |
| Clark | Off. Rec. | 2432 | 147018 | Nye | 558 Off. Rec. | 075 | 173588 |
| Douglas | 1286 Off. Rec. | 316 | 223111 | Pershing | 187 Off. Rec. | 179 | 151646 |
| Elko | 545 Off. Rec. | 244 | 109321 | Storey | 055 Off. Rec. | 555 | 58904 |
| Esmeralda | 110 Off. Rec. | 187 | 106692 | Washoe | 2464 Off. Rec. | 0571 | 1126264 |
| Eureka | 153 Off. Rec. | 781 | 266200 | White Pine | 104 Off. Rec. | 531 | 241215 |
| Humboldt | 223 Off. Rec. | 034 | 137077 | | | | |
| Lander | 279 Off. Rec. | | | | | | |

shall inure to and bind the parties hereto with respect to the property above described. Said agreement, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

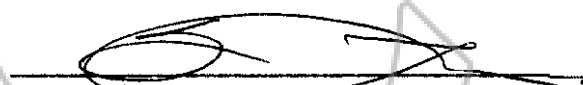
The undersigned Trustor requests that a copy of any notice of default and any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.


 CRAIG M. GARBIEL


 ADRIENNE A. GARBIEL

STATE OF NEVADA
 COUNTY OF Douglas

On Aug. 31, 2005, personally appeared before me, a Notary Public, Craig M. Garbiel and Adrienne A. Garbiel who acknowledged that he/she/they executed the above instrument.


 Notary Public


 SUSAN LAPIN
 Notary Public - State of Nevada
 Appointment Recorded in Douglas County
 No: 02-74683-5 - Expires March 21, 2006

Exhibit A

The land referred to in this policy is situate in DOUGLAS County, State of Nevada, and is described as follows:

A Leasehold estate as created by that certain lease dated June 3, 2005, made by and between JOHNSON DEVELOPMENT, LLC, a Nevada Limited Liability Company, as lessor and CRAIG M. GARBIEL and ADRIENNE A. GARBIEL, husband and wife as joint tenants, as lessee, for the term and upon the terms and conditions contained in said lease recorded August 26, 2005, in Book 0805, Page 13208, as Document No. 653453, Official Records of Douglas County, Nevada.

Lot 144, as set forth on the Record of Survey for PINEVIEW DEVELOPMENT, UNIT NO. 5, filed for record in the office of the Douglas County Recorder on July 26, 2004, in Book 0704, Page 10502, as Document No. 619666.

APN: 1121-05-515-020

COPY

